

RAILROAD INSURANCE

The Contractor shall carry insurance of the following kinds and amounts:

A. CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE.

The Contractor shall furnish evidence to the Department that with respect to the operations the Contractor performs, the Contractor carries Contractor's Public Liability Insurance providing for a limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of Two Million Dollars (\$2,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one occurrence; and Contractor's Property Damage Liability Insurance providing for a limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property in any one occurrence and subject to that limit per occurrence, a total (or aggregate) limit of Two Million Dollars (\$2,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

If any part of the work affecting railroad property or facilities is sublet, similar insurance shall be provided by or in behalf of the subcontractor(s) involved.

B. CONTRACTOR'S PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE.

The Contractor shall furnish evidence to the Department that with respect to the operations performed for the Contractor by subcontractors, the Contractor carries in its own behalf Contractor's Protective Public Liability Insurance providing for a limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person a total limit of Two Million Dollars (\$2,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one occurrence; and Contractor's Protective Property Damage Liability Insurance providing for a limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property in any one occurrence, and subject to that limit per occurrence, a total (or aggregate) limit of Two Million Dollars (\$2,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

C. RAILROAD'S PROTECTIVE LIABILITY AND PROPERTY DAMAGE INSURANCE.

In addition to the above, the Contractor shall furnish evidence to the Department that with respect to the operations the Contractor or any of its subcontractors perform, the Contractor has provided for and in behalf of the Railroad Company, and each Railroad Company when more than one is involved, Railroad Protective Public Liability and Property Damage Insurance providing for a combined single limit of Two Million Dollars (\$2,000,000.00) per occurrence with an aggregate limit of six Million Dollars (\$6,000,000.00) applying separately for each annual period for:

1. All damages arising out of bodily injuries to or death of one or more persons.
2. All damages arising out of injury to or destruction of property.

D. GENERAL.

Said policy or policies of insurance shall be deemed to comply with the requirements of this Special Provision if each of said policies contains a properly completed and executed "Railroad Protective Liability Form", reference copies of which are available from the Agreements Engineer of the Colorado Department of Transportation, 4201 East Arkansas Avenue, Denver, Colorado 80222.

Certificates of insurance required under A. and B. above, and policy or policies of Insurance required under C. above shall be furnished to the Department's Agreements Engineer for transmittal to the Railroad Company's Insurance Department.

The insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance of the Department. The Railroad Company shall be furnished with the original of each policy carried in its behalf.